

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND COMPOUNDING
PHARMACY, INC. PRODUCTS LIABILITY
LITIGATION

MDL No. 1:13-md-2419-RWZ

THIS DOCUMENT RELATES TO:

Case No. 1:14-cv-14542-RWZ

AGREEMENT REGARDING DISTRIBUTION OF SETTLEMENT PROCEEDS

This Agreement Regarding Distribution of Settlement Proceeds (“Agreement”) is made and entered into this _____ day of February, 2017, by and between Larry D. Gaskins, Patti Gregg, James Y. Gaskins, Richard N. Gaskins and Thomas F. Gaskins.

1. We, Larry D. Gaskins, Patti Gregg, James Y. Gaskins, Richard N. Gaskins and Thomas F. Gaskins, are the only statutory beneficiaries of the wrongful death estate (the “Estate”) of Miriam G. Warren, deceased, pursuant to Va. Code § 8.01-53 (the “Statutory Beneficiaries”). We are the only children of Miriam G. Warren, deceased, and Miriam G. Warren was not married at the time of her death. We are each over the age of 18 years.

The Insight Imaging Virginia Litigation

2. We are aware of the facts and circumstances of the lawsuit pending in the United States District Court for the District of Massachusetts styled Larry D. Gaskins, Executor of the Estate of Miriam G. Warren v. Insight Health Corp., Image Guided Pain Management, P.C., John M. Mathis, M.D., and Robert F. O’Brien, M.D., Case No. 1:14-cv-14542-RWZ. Larry D. Gaskins, Executor of the Estate of Miriam G. Warren, deceased, executed a settlement agreement on behalf of the Estate in 2015 resolving those claims (the “Settlement Agreement”)

on behalf of the Estate. We are aware that the Settlement Agreement has been approved and confirmed as part of the Third Amended Joint Chapter 11 Plan of New England Compounding Pharmacy, Inc. (the “Plan”) as well as by order of the U.S. District Court for the District of Massachusetts.

3. We are aware that the gross amount of approximately \$361,388.25 has been awarded to the Estate under the First Amended Insight Claims Resolution Facility Procedures (“ICRF”). Additional de minimis distributions may be approved in the future, and this agreement and the allocations reflected herein will apply to such future payments as well.

The NECC National Settlement Fund

4. We are aware that an additional gross amount of \$1,299.61 has been awarded to the Estate as an initial payment from the National Settlement Administrator pursuant to Section VIII of the Claims Resolution Facility Procedures. We are aware that additional payments may be approved in the future, and this agreement and the allocations reflected herein will apply to such future payments as well.

5. We are aware that the gross amount of the two awards combined is approximately \$362,687.86 (the “Current Gross Award”).

6. We are aware that attorney fees are 40% of the gross award and total \$145,075.14 on the Current Gross Award, that the expenses associated with litigation of this case are approximately \$11,644.00, and that there are outstanding liens in the total amount of \$7,439.80 remaining to be paid, resulting in a current net award of \$198,528.92. We understand that the amount of the Medicare lien may change between now and the time at which it is finalized by CMS, and that any such change in the final lien amount will result in a corresponding reduction in the current net award available for distribution to us.

7. We are aware that pursuant to Va. Code § 8.01-53 we are the only individuals who are potentially able to receive a portion of the settlements in this case, and we have reached an agreement regarding distribution of the net proceeds of the settlements. Accordingly we agree that following payment of attorney fees and expenses, and enforceable liens, the remaining net proceeds should be apportioned as follows:

- a. To Larry D. Gaskins: 20%
- b. To Patti Gregg: 20%
- c. To James Y. Gaskins: 20%
- d. To Richard N. Gaskins: 20%
- e. To Thomas F. Gaskins: 20%

8. We ask that the Court approve the settlement and the distribution thereof under the terms reflected herein, subject to the payment of any valid and legally enforceable liens. Our notarized signatures below are evidence of this approval.

9. We waive notice and the opportunity to participate in any hearing conducted by the Court regarding this matter.

10. We agree that this agreement may be signed in counterparts, and is governed by Virginia law.

Larry D. Gaskins
Larry D. Gaskins

COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF)

To-wit:

Subscribed and sworn to before me, the undersigned Notary Public, this

28th

day of February, 2017, by Larry D. Gaskins.

Nicole Hogan
Notary Public

My commission expires:

Oct. 31, 2017

Registration No.:

7011660

NICOLE HOGAN
NOTARY PUBLIC 7011660
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10-31-2017

Patti Gregg
Patti Gregg

COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF Roanoke)

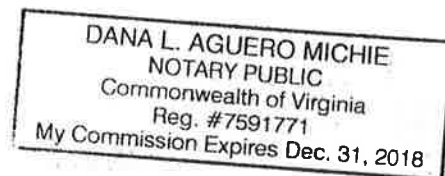
To-wit:

Subscribed and sworn to before me, the undersigned Notary Public, this 1st
March
day of ~~February~~, 2017, by Patti Gregg.

Dana L. Aguero-Michie
Notary Public

My commission expires: December 31, 2018

Registration No.: 7591771.




James Y. Gaskins

STATE OF FLORIDA
COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF JACKSONVILLE / DUVAL)

To-wit:

Subscribed and sworn to before me, the undersigned Notary Public, this 2/27th/17
day of February, 2017, by James Y. Gaskins.


Notary Public

My commission expires: 02/11/18
Registration No.: # FF 062193



Richard N. Gaskins

Richard N. Gaskins

STATE OF WEST VIRGINIA
COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF Kanawha)

To-wit:

Subscribed and sworn to before me, the undersigned Notary Public, this 28th

day of February, 2017, by Richard N. Gaskins.

Jennifer Parsons
Notary Public

My commission expires: 10/12/2021

Registration No.: 295255

